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9 DARRICK ANGELONE, AONE CREATIVE, LLC, and ON CHAIN INNOVATIONS,
10 LLC

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

13 HIDDEN EMPIRE HOLDINGS, LLC; a
14 Delaware limited liability company;
15 HYPER ENGINE, LLC; a California
16 limited liability company; DEON
17 TAYLOR, an individual,

18 Plaintiffs,

19 v.

20 DARRICK ANGELONE, an individual;
21 AONE CREATIVE, LLC, formerly
22 known as AONE ENTERTAINMENT
23 LLC, a Florida limited liability company;
24 and ON CHAIN INNOVATIONS, LLC,
25 a Florida limited liability company,

26 Defendants.

CASE NO. 2:22-cv-06515-MFW-AGR

**DEFENDANTS' FIRST AMENDED
THIRD-PARTY COMPLAINT FOR
DAMAGES BASED ON:**

**(1) BREACH OF EXPRESS ORAL
CONTRACT**

**(2) BREACH OF IMPLIED
CONTRACT**

(3) BREACH OF FIDUCIARY DUTY

(4) PROMISSORY FRAUD

(5) UNJUST ENRICHMENT

(6) DECLARATORY RELIEF

(7) QUANTUM MERUIT

Complaint Filed: Sept. 12, 2022

Assigned for all purposes to the Honorable
Judge Michael W. Fitzgerald

1 DARRICK ANGELONE, an individual;
2 AONE CREATIVE, LLC, formerly
3 known as AONE ENTERTAINMENT
4 LLC, a Florida limited liability company;
5 and ON CHAIN INNOVATIONS, LLC,
6 a Florida limited liability company,

7 Counterclaimants,

8 v.

9 HIDDEN EMPIRE HOLDINGS, LLC; a
10 Delaware limited liability company;
11 HYPER ENGINE, LLC; a California
12 limited liability company; and DEON
13 TAYLOR, an individual,

14 Counterclaim Defendants.

15 DARRICK ANGELONE, an individual;
16 AONE CREATIVE, LLC, formerly
17 known as AONE ENTERTAINMENT
18 LLC, a Florida limited liability company;
19 and ON CHAIN INNOVATIONS, LLC,
20 a Florida limited liability company,

21 Third-Party Plaintiffs,

22 v.

23 ROXANNE TAYLOR, an individual,
24 Third-Party Defendant.

25 Third-Party Plaintiffs DARRICK ANGELONE; AONE CREATIVE, LLC; and
26 ON CHAIN INNOVATIONS, LLC (collectively “Third-Party Plaintiffs”) by and through
27 the undersigned counsel, and pursuant to Rule 14(a) of the Federal Rules of Civil
28 Procedure, hereby files its First Amended Third-Party Complaint against ROXANNE
TAYLOR (hereinafter referred to as “Roxanne” or “Third-Party Defendant”) and alleges

as follows:

THE PARTIES

1. At all times mentioned herein, Defendant and Third-Party Plaintiff DARRICK ANGELONE (hereinafter referred to as “Darrick”), is now, and at all times mentioned herein, an individual residing in the County of Los Angeles, California.

Darrick is the founder, CEO, and managing-member of Defendants and Third-Party Plaintiffs AONE Creative, LLC and ON CHAIN INNOVATIONS, LLC.

2. Defendant and Third-Party Plaintiff AONE CREATIVE, LLC, a Florida Limited Liability Company, (hereinafter referred to as “AONE”) is now, and at all times mentioned herein, an entity doing business in the City of Fort Lauderdale, County of Broward, Florida.

3. Defendant and Third-Party Plaintiff ON CHAIN INNOVATIONS, LLC, a Florida Limited Liability Company, (hereinafter referred to as “On Chain”) is now, and at all times mentioned herein, an entity doing business in the City of Fort Lauderdale, County of Broward, Florida.

4. Plaintiff and Counter-Defendant DEON TAYLOR (hereinafter referred to as “Deon”) is now, and at all times mentioned herein, an individual residing in the County of Placer, California.

5. Plaintiff and Counter-Defendant HIDDEN EMPIRE HOLDINGS, LLC, a Delaware Limited Liability Company, is now, and at all times mentioned herein, an entity doing business in the City of Santa Monica, County of Los Angeles, California,

1 and qualified to do business in the State of California.

2 6. Plaintiff and Counter-Defendant HYPER ENGINE, LLC (hereinafter
3 referred to as “Hyper Engine”), a California Limited Liability Company, is now, and at
4 all times mentioned herein, an entity doing business in the City of Granite Bay, County
5 of Placer, California. Hyper Engine operates as the marketing subsidiary of its parent
6 company, Hidden Empire Holdings, LLC.
7

8 7. Third-Party Defendant Roxanne Taylor is now, and at all times mentioned
9 herein, an individual residing in the County of Placer, California.
10

11 **JURISDICTION AND VENUE**
12

13 8. As stated in Plaintiffs’ Complaint, Plaintiffs alleged as follows: This Court
14 has subject-matter jurisdiction over this action under 28 U.S.C. § 1331 and 17 U.S.C. §
15 501 because Plaintiffs allege that Defendants violated the Computer Fraud and Abuse
16 Act, 18 U.S.C. § 1030, and infringed on their valid copyrights associated with the Fear
17 Movie. This Court has supplemental jurisdiction over Plaintiffs’ state law claims under
18 28 U.S.C. § 1367.
19

20 9. As stated in Plaintiffs’ Complaint, Plaintiffs alleged as follows: The Court
21 has personal jurisdiction over all Defendants because they conduct business in California
22 and have contacts with the state that are continuous, systematic, and purposeful such that
23 they are each subject to the personal jurisdiction of this Court.
24

25 10. As stated in Plaintiffs’ Complaint, Plaintiffs alleged as follows: Venue is
26 proper in this district under 28 U.S.C. § 1391(b)(2), in that a substantial part of the
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1 events or omissions giving rise to the claim occurred in this judicial district.

2 **FACTUAL ALLEGATIONS**

3
4 11. Third-Party Plaintiffs bring this claim to obtain relief from the betrayal and
5 fraudulent conduct committed by Deon Taylor and Roxanne Taylor involving a
6 marketing company founded for the general purpose of using Third-Party Plaintiffs'
7 digital and creative services to benefit Plaintiffs, their companies, and/or their clients.
8

9 12. Third-Party Plaintiffs agreed to engage in business with and offer their
10 services to Deon and Roxanne for the purpose of forming a mutually beneficial business
11 relationship through the formation of a marketing subsidiary to service Deon and
12 Roxanne's companies and other clients. Darrick Angelone, Deon Taylor, and Roxanne
13 Taylor did in fact enter into an operating agreement for this purpose, agreeing to divide
14 any profits equally and equally sharing in any losses.
15
16

17 13. On or about June 24, 2021, Hidden Empire Film Group was reincorporated
18 in Delaware under the name Hidden Empire Holdings, LLC. Hidden Empire is
19 hereinafter referred to as "HEFG" for the purposes of this Complaint.
20

21 14. On or about April 26, 2012, AONE and HEFG entered into contract to
22 develop websites at the domains of www.lmaocomedyseries.com and
23 www.hiddenempirefilmgroup.com for \$22,500 (the "2012 agreement"). This contract
24 term was completed in October 2013, as evidenced by an email dated October 22, 2013
25 between Deon, Darrick, and Roxanne where Deon sought to "close out the online work"
26 contemplated by the 2012 agreement. HEFG subsequently lost ownership of the
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1 hiddenempirefilmgroup.com domain in 2014. The hiddenempirefilmgroup.com domain
2 was not returned for use by HEFG until 2015, when AONE recovered it from a third
3 party who had registered it away from HEFG in 2014. During that time, HEFG had no
4 access to the domain, while AONE secured the hiddenempirefilms.com domain on behalf
5 of Deon, Roxanne, and HEFG. AONE thereafter continued to renew the HEFG domain
6 name every year as necessary.
7

8
9 15. Beginning in 2015, Deon, Roxanne, and Darrick agreed that Darrick and
10 AONE would provide marketing and other digital services to Deon, Roxanne, and HEFG,
11 which included digital and social media marketing, developing website domains, and
12 creating digital content such as video, graphics, and applications. At no time did the
13 parties agree or otherwise discuss that the 2012 agreement would govern the work
14 provided by Darrick and AONE subsequent to completion of work contemplated by the
15 2012 agreement.
16
17

18 **The Parties Form an LLC Called Hyper Engine**
19

20 16. When reference is made to “partners” or a “partnership” throughout this
21 Third-Party Complaint, this refers to the existence of partners and a partnership in the
22 general, informal sense and not the legal sense. Darrick Angelone maintains that he is one
23 of the managing members of Hyper Engine, LLC, who is entitled to a split in the
24 company’s profits and losses with the other members.
25

26 17. Darrick, AONE, Deon, and Roxanne have been discussing the formation of
27 a digital marketing company between the parties since as early as August 21, 2016.
28

1 18. On or about October 3, 2016, Darrick sent an email to Deon Taylor in which
2 he suggested incorporating the services Darrick had been providing to HEFG into a
3 marketing company that the parties would both have an interest in.
4

5 19. On or about January 10, 2017, Roxanne sent a follow up email to Darrick
6 regarding an outline Darrick prepared with the proposed terms for a digital marketing
7 company, which would handle the marketing of HEFG theatrical releases, among other
8 things. Darrick then sent this outline to Roxanne Taylor and Deon Taylor for them to
9 consider. This outline included, among other things, a breakdown of initial
10 investment/capitalization, a breakdown of each partner's shares, the scope of the
11 marketing company's duties, comparable businesses, monthly costs, and first year
12 expenses and revenues.
13
14

15 20. On or about November 29, 2017, Roxanne sent an email to Darrick
16 concerning the need to "connect" regarding the creation and structure of a digital
17 marketing company between Darrick Angelone and/or AONE, Roxanne Taylor, and
18 Deon Taylor.
19
20

21 21. On or about December 12, 2017, Darrick was asked by Deon Taylor to join
22 a meeting between Deon and Kevin Wiess at the Ramada Inn in Burbank, to discuss a
23 potential partnership between HEFG and Optimad Media, LLC to create a digital
24 marketing company for HEFG motion pictures. Later, on or about December 18, 2017,
25 Deon sent an email to Darrick imploring him to meet with Optimad again and investigate
26 their business operations to evaluate whether it was a good idea to partner with them to
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1 create a joint marketing company. Thereafter, Deon and Roxanne decided that the parties
2 should move forward with no other partners at that time and to instead create an in-house
3 marketing company.
4

5 22. On or about January 29, 2018, Darrick, Roxanne, and Deon engaged in
6 verbal discussions regarding the creation of Hyper Engine, LLC (“Hyper Engine”), a
7 digital marketing company in which AONE and HEFG would be partners.
8

9 23. On or about January 30, 2018, Velma Skyes, Head of Business of Affairs for
10 HEFG, reached out to Darrick by email regarding a budget proposal for HEFG, which
11 Darrick had sent to HEFG on January 16, 2018. Darrick replied that same day and sent a
12 revised budget proposal, stating that the terms are open for discussion. Velma Skyes then
13 replied in acknowledgment.
14

15 24. On or about February 24, 2018, AONE submitted to Deon, Roxanne, and
16 Velma Skyes by email a revised budget created by AONE for HEFG digital
17 infrastructure, which discussed equity in Hyper Engine. Roxanne confirmed receipt of
18 this email on February 25, 2018.
19

20 25. On or about February 28, 2018, Darrick emailed Roxanne, with Deon and
21 Velma Skyes cc’d, stating that he would create a website for Hyper Engine and that an
22 LLC should be set up in a “more tax friendly State.” Roxanne then replied on that same
23 date, stating “Got it” in acknowledgement.
24

25 26. On or about March 1, 2018, an operating agreement for Hyper Engine was
26 created by Deon Taylor, Roxanne Taylor, and Velma Sykes. Within this agreement,
27
28

1 Darrick was designated as a member of Hyper Engine, LLC along with Deon Taylor,
2 Roxanne Taylor, and Robert Smith. The agreement further provided that Robert Smith
3 would split 50% in net profits and losses, while Deon, Roxanne, and Darrick would
4 evenly split the remaining 50% in profits and losses. Third-Party Plaintiffs are informed
5 and believe that a long-form version of this operating agreement was signed and executed
6 by Deon Taylor and Roxanne Taylor.
7
8

9 27. Hyper Engine, LLC was officially formed on March 1, 2018 (CA Secretary
10 of State No. 201807410500) and remains active as of the date of this Second Amended
11 Counter-Complaint. Following the formation of Hyper Engine, Third-Party Plaintiffs
12 Darrick and AONE began efforts to provide marketing services for HEFG and other
13 various clients through Hyper Engine. As part of their partnership (and executive
14 management role within the partnership) within Hyper Engine, Third-Party Plaintiffs
15 Darrick and AONE were solely responsible for marketing, web development, and all
16 other digital, creative, or IP services which includes but is not limited to:
17
18

19 a. Creating and presenting decks to pitch Hyper Engine services to
20 entertainment companies such as Sony Pictures Entertainment, Lionsgate Films,
21 and Warner Brothers;
22

23 b. Creating and executing digital marketing and political outreach
24 campaigns wherein AONE created a significant amount digital graphics and
25 branding across social media, television, print, and other online digital media;
26
27

28 c. Creating digital marketing campaigns to promote films created or

1 directed by HEFG and other independent entertainment clients;

2 d. Creating digital branding, web development, pitch decks, and other
3 digital marketing for various endeavors and projects pitched and/or undertaken by
4 Deon, Roxanne, HEFG, and clients referred to Darrick or AONE by Counter-
5 Defendants and Roxanne; and
6

7 e. Developing a COVID-19 vaccine campaign to be executed by Hyper
8 Engine with CDC grant money given to the Coalition of National Black Churches
9 (“CNBC”), whereby AONE was engaged to advertise for the vaccine campaign,
10 create pitch decks, perform copywriting, register domain name(s), develop
11 websites, and conduct political advertising research, while creating and executing
12 the digital strategies.
13
14

15 28. On or about December 1, 2019, HEFG, Deon, and Roxanne created a second
16 operating agreement for Hyper Engine, in which HEFG was named 66.67% owner, and
17 AONE was named 33.33% owner. This agreement further provided that company profits
18 and losses shall be split 66.67% to HEFG and 33.33% to AONE.
19
20

21 29. Since the inception of Hyper Engine, Deon and Roxanne, individually and
22 on behalf of Hyper Engine, repeatedly assured Darrick that he was a partner in Hyper
23 Engine (as an equal member of the LLC) as reflected in written operating agreements,
24 verbal communications, and Deon and Roxanne’s manifestations or actions consistent
25 with the operation of an LLC with multiple managing partners. Namely, Deon and
26 Roxanne, individually and on behalf of Hyper Engine, repeatedly represented and
27
28

1 reassured Darrick that he was an equal member of Hyper Engine and would share equally
2 in the profits of the company. Specific facts supporting Darrick's status as a member of
3 Hyper Engine include, but are not limited to:

4
5 a. Darrick Angelone was named as a member and 16.66% owner of
6 Hyper Engine, LLC in an operating agreement for Hyper Engine dated March 1,
7 2018;

8
9 b. On or about March 6, 2018, AONE circulated a Hyper Engine pitch
10 deck created by AONE in collaboration with an HEFG designer, in which Darrick
11 is listed as "Chief Technology Officer" of the executive team consisting of
12 Darrick, Deon, and Roxanne. All words and data included in the deck were
13 provided by AONE, and all subsequent changes to the decks each list Darrick as an
14 executive of Hyper Engine;

15
16 c. On March 6, 2018, Darrick emailed an invoice to Roxanne, with Deon
17 and Velma Skyes cc'd, stating that "as consideration toward our joint venture
18 'Hyper Engine'" Darrick and AONE would drop the balance for costs carried by
19 AONE for past work. Roxanne then replied "Got it. We discussed yesterday".

20
21 d. AONE was named as a member and 33% owner of Hyper Engine,
22 LLC in an operating agreement dated December 1, 2019;

23
24 e. Darrick and AONE are informed and believe that, during September
25 2019, Deon, Roxanne, and HEFG confirmed with Darrick and AONE the details of
26 Hyper Engine, LLC, which also reflected a mutual understanding and confirmation
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1 of the creation of Hyper Engine, LLC, with the California Secretary of State,
2 which was brought to Darrick and AONE's attention by Roxanne and Deon
3 verbally;
4

5 f. On or about September 20, 2019, Roxanne created a Hyper Engine
6 bank account in which Darrick is listed as signatory, of which Roxanne and HEFG
7 advised Darrick and AONE by email and verbally;
8

9 g. On or about September 20, 2019, Roxanne created a debit card in
10 Darrick's name for the abovementioned Hyper Engine bank account, of which
11 Roxanne and HEFG advised Darrick and AONE by email and verbally;
12

13 h. On November 4, 2019, Darrick was included on an email chain with a
14 third-party firm engaged to create the second Hyper Engine operating agreement,
15 wherein it was discussed that said operating agreement would include the
16 ownership percentage share as 66.67% for HEFG and 33.33% for AONE with
17 HEFG advancing overhead costs;
18

19 i. In a telephone discussion on or about February 23, 2020 with
20 Roxanne regarding the formation of Hyper Engine, Roxanne verbally confirmed
21 the split in ownership of 1/3 (33%) to each Deon, Roxanne, and Darrick;
22

23 j. The aforementioned marketing, web domain, and other digital or IP
24 services provided to Counter-Defendants and Roxanne, and conducted through
25 Darrick's company, AONE, are consistent with a membership role in Hyper
26 Engine and within the scope of Darrick's expected membership duties as a digital
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1 marketing/social media partner;

2 k. In or around December 2019, AONE created and printed executive
3 Hyper Engine business cards for Deon, Roxanne, and Darrick;
4

5 l. Darrick was present at the annual Hyper Engine meetings for which
6 written records were kept. For example, Hyper Engine meetings were held on May
7 21, 2018; February 4, 2019; and January 30, 2020. Within such meetings, Deon,
8 Roxanne, Darrick, and HEFG members would discuss, among other things, Hyper
9 Engine's structure as a subsidiary of HEFG, Hyper Engine and HEFG projects, and
10 other action items as they related to Hyper Engine and/or HEFG;
11
12

13 m. Darrick, acting in his capacity as a member of Hyper Engine, would
14 send invoices to various third-party individuals and entities who retained Hyper
15 Engine's services. For example, on October 10, 2019, Darrick sent via email a final
16 invoice to Sony Pictures Entertainment for work performed by Hyper Engine
17 (using Darrick and AONE's services); and
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20 n. Darrick, acting in his capacity as a member of Hyper Engine, fully
21 executed contracts between Hyper Engine and various clients and/or partners. One
22 such contract, dated August 5, 2020, between Work Vineyard and Hyper Engine
23 was signed by Darrick acting on behalf of Hyper Engine in a social media
24 management deal, and sent to Work Vineyard by Darrick on that same date via
25 email (on which Roxanne was cc'd).
26
27

28 30. In addition to the above acts supporting Darrick's status as a member of

1 Hyper Engine, Darrick was consistently referred to as a partner, member, and/or
2 executive of Hyper Engine, both orally and in written statements, emails, press releases,
3 and other such documents throughout the parties' business relationship, which includes
4 but is not limited to the following instances:
5

6 a. On September 18, 2019, Deon stated in an email to Warner Brothers
7 that he is "looping in the Hyper Engine team", which was referring to Deon,
8 Roxanne, and Darrick;
9

10 b. On September 20, 2020, Pauline Fischer, on behalf of HEFG,
11 introduced Darrick by email to a representative of Bron Studios, a film company,
12 and stated that he was a longtime partner of Deon and Roxanne in Hyper Engine.
13

14 c. On December 16, 2020, Erin Hall Harris, a marketing consultant,
15 introduced Darrick by email to Salama Warner of CIROC Vodka, stating that
16 "Darrick is the head of digital and runs Hyper Engine the digital marketing arm of
17 Hidden Empire." Roxanne and other HEFG staff were copied on this email;
18

19 d. On February 22, 2021, an HEFG press release which lists Darrick as
20 creative director of Hyper Engine was circulated via email to Darrick, Deon,
21 Roxanne, and other HEFG staff;
22

23 e. On April 4, 2021, Quincy asked Darrick via email who AONE has
24 assigned to perform work for Darrick under Hyper Engine (and its members) and
25 what they are responsible for, to which Darrick replied with an organizational chart
26 listing Darrick and AONE's role and duties with respect to Hyper Engine; and
27
28

1 f. On June 4, 2021, Shandra Dixon, project manager for HEFG, listed
2 Hyper Engine Partners as Darrick, Deon, and Roxanne in an email to Roxanne
3 (with Deon and Darrick cc'd) regarding the creation of an IMDb page for Hyper
4 Engine. Neither Deon nor Roxanne responded that Darrick was not a partner.

5 31. Further supporting Darrick's membership interest, Darrick, Deon, and
6 Roxanne would routinely discuss Hyper Engine matters and business affairs which
7 would only concern the higher-level managing members of Hyper Engine, such as
8 billing, staffing, proposals, project management, and future operations. This includes,
9 but is not limited to the following instances:
10

11 a. On March 5, 2018, Darrick sent an email, with Roxanne and Deon
12 cc'd, to a prospective client where Darrick attached a pitch deck created to
13 advertise Hyper Engine's abilities in regard to marketing the client's film known as
14 "Slender Man";
15

16 b. On August 30, 2018, Darrick, Deon, and Roxanne discussed via email
17 the payment of invoices and final report for the "Gillum" campaign, which was a
18 political campaign executed by Hyper Engine for Andrew Gillum in the primary
19 race for Governor of Florida in 2018;
20

21 c. On February 6, 2019, Darrick, Deon, and Roxanne discussed via
22 email the details and plans for executing the Be Woke Vote campaign (a political
23 campaign created by Hyper Engine to encourage voting, as further set forth
24 below);
25

1 d. On September 10, 2019, Darrick held an email Discussion with Deon
2 and Roxanne regarding a proposal and discussion with Sony Pictures
3 Entertainment to partner with Hyper Engine and provide digital marketing
4 services;
5

6 e. On October 25, 2019, in an email discussion with Roxanne and
7 Darrick (with Deon cc'd), Darrick discussed invoices for work performed by
8 Hyper Engine for the podcast/series "Black History in Two Minutes" (a project
9 which was entirely managed by Darrick and his company, AONE);
10

11 f. On January 23, 2020, Darrick sent an email to Deon and Roxanne to
12 memorialize a previous conversation among the parties regarding the drafting of a
13 press release announcing a Hyper Engine partnership with HEFG;
14

15 g. On June 23, 2020, Darrick consulted with Roxanne via email (with
16 Deon cc'd) to discuss project statuses and invoices for Hyper Engine, to which
17 Roxanne then replied in acknowledgment;
18

19 h. On October 31, 2020, Darrick, Deon, and Roxanne discussed via
20 email the terms and budgeting regarding Hyper Engine's services for Mike
21 Bloomberg's company Hawkfish in conjunction with Bloomberg's political
22 campaign; and
23

24 i. On August 3, 2021, Darrick sent Roxanne, via email, a summary of
25 Hyper Engine projects and their status, and a breakdown of the invoices for each
26 project in which there was current and outstanding invoices.
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1 32. Prior to and during the formation of Hyper Engine (as set forth above), Deon
2 and Roxanne, individually and on behalf of Hyper Engine, knowingly sought to exclude
3 Darrick as a member of Hyper Engine while unduly benefitting from the marketing, web
4 development, financing, and all other digital, creative, or IP services provided by Darrick
5 and AONE to Counter-Defendants and Roxanne (all while outwardly manifesting a
6 willingness to partner with Darrick and AONE and treat Darrick as a member of Hyper
7 Engine). To elaborate, Darrick was consistently promised and reassured that he had a
8 membership role in Hyper Engine, and provided services and performed management
9 functions for Counter-Defendants, Roxanne, and their respective clients under the guise
10 that Darrick was a member of Hyper Engine. However, prior to when Hyper Engine was
11 formed, Deon and Roxanne acting in concert agreed and/or concurred amongst each other
12 that Hyper Engine would be their own company and investment and would not include
13 Darrick as a member. Deon and Roxanne ultimately deceived Darrick by inducing him
14 into doing business with them as members of Hyper Engine, making Darrick believe he
15 was a member of the LLC by their aforementioned acts, then ultimately ousting Darrick
16 and failing to recognize his interest in Hyper Engine. Deon and Roxanne's knowing
17 intent to deceive is evidenced in large part by Deon and Roxanne's exclusion and refusal
18 to treat Darrick as a partner against past promises, Deon and Roxanne's current position
19 that Hyper Engine was never intended to include Darrick as a partner, and Deon's
20 statement in a voice memo dated April 8, 2022 that Hyper Engine was "not real", all of
21 which directly contradicts the Parties' operating agreement, communications, and other
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1 conduct mentioned herein which demonstrates that Hyper Engine did in fact include
2 Darrick as a member of the company.

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4 33. Notably, neither Deon, Roxanne, nor HEFG ever disputed Darrick's
5 understanding and representations that he was a member of Hyper Engine, as clearly
6 evidenced by his above actions. In fact, after Hyper Engine was formed, Darrick was not
7 once advised that he was not a member of Hyper Engine until years later when Deon and
8 Roxanne ultimately carried out their plan to exclude Darrick as a member, which is the
9 crux of the parties' conflict and claims herein. Instead, Darrick was consistently acting as
10 though he was a member of Hyper Engine and was often encouraged by Deon and
11 Roxanne in doing so. Specifically, Darrick acted on Hyper Engine's behalf, executed
12 contracts on behalf of Hyper Engine, held himself out as an owning member of Hyper
13 Engine, was listed on the Hyper Engine bank account(s), conducted his digital marketing
14 services as part of his membership role in Hyper Engine, and performed many other acts
15 (as fully set forth above) consistent with a membership role in Hyper Engine and under
16 the impression that he was a member in the company. Despite Deon and Roxanne being
17 fully aware of Darrick's acts in his capacity as a member of Hyper Engine, Darrick was
18 not once told to stop his actions nor advised that he was not a member of Hyper Engine.
19 Likewise, neither Deon nor Roxanne notified the third parties that Darrick was dealing
20 with that Darrick is not a partner and/or member of Hyper Engine.

21
22 34. In addition to their acts of defrauding Darrick, Deon and Roxanne breached
23 their fiduciary duties owed to Darrick as fellow members and business partners in Hyper
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1 Engine. Namely, Deon and Roxanne acted against the interests of Darrick and Hyper
2 Engine by repeatedly misappropriating company funds and diverting company funds
3 from Hyper Engine and devoting them to non-company purposes, all without the
4 knowledge and consent of Darrick. This includes, but is not limited to the following
5 instances:
6

7 a. In or around November 2021, Deon, Roxanne, and other HEFG staff
8 executed independent contractor agreements between themselves and Hyper
9 Engine, and then billed Hyper Engine to pay themselves out of Hyper Engine
10 funds, leaving only Darrick out;
11

12 b. In or around May 2021, Roxanne billed Hyper Engine to pay for
13 expenses related to HEFG and self-promotion and public relations related to her
14 collaboration with Bentley Motors. Hyper Engine was never engaged for this
15 project;
16

17 c. In or around May 2021, Hyper Engine was billed for and paid for
18 HEFG merchandise. Hyper Engine was not engaged for work on this;
19

20 d. On or about May 21, 2021 Hyper Engine was billed for and paid for
21 artwork for the HEFG film “Fatale”. Hyper Engine was not engaged for work on
22 this project;
23

24 e. During the first and second quarter of 2021, Shandra Dixon, an
25 employee of HEFG, was moved to Hyper Engine’s payroll expense. However,
26 Shandra did not perform services for Hyper Engine. She worked exclusively for
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1 HEFG but was paid for with Hyper Engine funds;

2 f. Counterclaimants are informed and believe that, since the inception of
3 Hyper Engine, Roxanne and Deon were diverting funds from the Hyper Engine
4 bank account and committing them to their personal use and to finance debts for
5 various HEFG projects throughout the course of the parties' business relationship,
6 all without Darrick or AONE's knowledge or approval. This belief is based on, in
7 part, on the fact that Darrick was in a close business relationship with Deon and
8 Roxanne as fellow executives of HEFG, and thus was privy to management-level
9 information such as HEFG spending and budgets. Indeed, HEFG, Deon, and
10 Roxanne relied on Darrick and AONE to prepare spending and budget proposals
11 for Hyper Engine and HEFG, as mentioned above. Specifically, Darrick and his
12 company AONE created the following strategies and spending budgets for HEFG
13 projects: (1) in or around April, 2021, AONE created the strategy and budget for
14 the HEFG project CLIMB; (2) in or around April, 2021, AONE created the
15 strategy and budget for the HEFG movie "The House Next Door: Meet the Blacks
16 2"; (3) from August 2021 through March 2022, AONE created the strategy and
17 budget for the HEFG movie "Fear"; (4) in January 2018, Darrick and Counter-
18 Defendants held a budgeting discussion surrounding a proposed marketing
19 company partnership; (5) from November 2021 through March 2022, AONE
20 created the strategy and budget for the CNBC Vaccine Campaign funded by a
21 CDC grant to the CNBC (who then engaged Hyper Engine to execute a plan that
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1 was created and executed by AONE); (6) from May, 2019 through August, 2022,
2 AONE created the strategy and budget, and further executed the distribution and
3 marketing for the video series “Black History in Two Minutes”; (7) in August,
4 2018, AONE created the concept, strategy, and budget for the voting campaign
5 titled “Be Woke Vote”, and further executed the distribution and marketing for the
6 campaign, and (8) in August, 2020, AONE was in charge of the strategy, budget,
7 and execution of all digital efforts for the “Be Woke Vote” campaign. Through the
8 preparation of these budgets and strategies, Darrick became aware that, since at
9 least 2018, Deon and Roxanne were diverting funds from Hyper Engine and
10 devoting said funds to non-company purposes such as paying for personal
11 expenses and items, paying themselves and other HEFG employees, and funding
12 projects unrelated to Hyper Engine;
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17 g. In or around July, 2022, Deon and Roxanne took company funds that
18 were designated for use in the abovementioned CNBC vaccine campaign, and used
19 said funds to finance the promotion of their new workspace and studio for HEFG
20 in Santa Monica, CA;
21

22 h. From December, 2020 through January 2021, Deon and Roxanne took
23 revenue paid to Hyper Engine for the promotion of the HEFG movie “Fatale”, and
24 used said funds in their entirety to promote the film. In other words, any profit
25 from the promotion of the film “Fatale” was wrongfully diverted from Hyper
26 Engine and used for additional promotion for the film;
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1 i. Since the inception of Hyper Engine, Roxanne often directed Sean
2 Miller, the previous HEFG office manager and current executive assistant to
3 Roxanne, to have third party vendors issue invoices to Hyper Engine for work
4 unrelated to Hyper Engine projects. This would include creative work for HEFG
5 films and HEFG merchandise, neither of which Hyper Engine had been engaged to
6 perform nor which Hyper Engine would earn revenue from;
7

8
9 j. In or around 2019, Deon and Roxanne took funds that Sony Pictures
10 Entertainment paid for Hyper Engine marketing of the film “The Intruder”, and
11 used said funds to purchase additional marketing services for the film beyond what
12 Sony had actually paid for. Essentially, Deon and Roxanne embezzled the budget
13 from Sony for their own and HEFG’s benefit, leaving no profit for Hyper Engine;
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15
16 k. Counter-Defendants never paid Hyper Engine for the marketing
17 services that Hyper Engine provided for the HEFG films “The House Next Door”
18 (2021), “Fatale” (2020), and “The Intruder” (2019). So, by Deon and Roxanne
19 diverting payment away from Hyper Engine, Hyper Engine would routinely be in a
20 poor financial state by only having expenses and not income; and
21

22 l. From April, 2020 to October, 2020, Deon and Roxanne took funding
23 they received from Robert F. Smith intended for Be Woke Vote (the political
24 marketing arm of Hyper Engine), and routed it through their non-profit, instead of
25 through Hyper Engine.
26

27
28 35. On or about August 20, 2019, Darrick notified Deon and Roxanne by email

1 that AONE maintains ownership of all works created by AONE, including any domains
2 registered and paid for by AONE and any social accounts created by AONE in
3 collaboration between AONE and HEFG.
4

5 **Darrick Is Excluded From Hyper Engine**

6 36. Beginning in or around April 2021, Deon and Roxanne (individually and on
7 behalf of Hyper Engine) began to carry out their plan to breach the company operating
8 agreement, exclude Darrick from the LLC, and take Hyper Engine's assets, proprietary
9 information, and intellectual property and claim it as their own. At this time, while
10 outwardly manifesting a continuing intent to develop Hyper Engine as an equal partner
11 with Darrick and his company AONE, Deon and Roxanne (individually and on behalf of
12 Hyper Engine) secretly began to take steps to exclude Darrick from his rightful share in
13 the company, as part of their ultimate plan and intent from when Hyper Engine was first
14 contemplated as a marketing company/subsidiary for HEFG.
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18 37. After manifesting their intent to partner with Darrick as a member of Hyper
19 Engine, Roxanne and Deon have recently failed to recognize Darrick as a member of
20 Hyper Engine, despite numerous promises and reassurances that such membership was
21 created. Further, Roxanne and Deon, individually and on behalf of Hyper Engine, have
22 repeatedly refused to create written services agreements or contracts to define much of
23 the work performed by Third-Party Plaintiffs for Counter-Defendants and Roxanne. As
24 such, Darrick has relied to his detriment on Deon and Roxanne's knowingly false
25 representations that he was a member of Hyper Engine. Had Darrick known the actual
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1 facts as set forth herein concerning Deon and Roxanne's failure to consummate a binding
2 partnership or operating agreement for Hyper Engine, Darrick and AONE would not have
3 provided financing or performed services for Counter-Defendants and Roxanne, nor
4 otherwise agreed to partner with Deon and Roxanne as an equal member of Hyper Engine
5 and sustain resulting losses. Darrick is thus entitled to a share in the control and
6 management of Hyper Engine, and a 33.33% share of the profits and losses of Hyper
7 Engine.
8
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10 38. Beginning in or around April 2021, HEFG hired Quincy Newell, Esq. as
11 Chief Operating Officer (COO) of HEFG. As part of his role, Quincy was employed to
12 help restructure HEFG, which included adding Hyper Engine as a subsidiary or wing of
13 HEFG. During this time, Darrick was continuing to rely on the aforementioned false
14 promises and actions by Deon and Roxanne (individually and on behalf of Hyper Engine)
15 which gave him the impression that he was a member of Hyper Engine and would retain
16 his membership interest upon restructuring. However, Darrick and AONE were notably
17 excluded from discussions regarding the restructuring of HEFG to include Hyper Engine
18 as the marketing subsidiary of HEFG, an act which raised Darrick's suspicions.
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22 39. Around the time Quincy Newell was hired by HEFG, Darrick sought to re-
23 negotiate his membership interest in Hyper Engine to a share at 50% to achieve equal
24 ownership of the company. Darrick believed having equal ownership was reasonable and
25 warranted in light of the fact that Hyper Engine was a marketing company that relied
26 entirely on Darrick and his company AONE's execution of digital marketing services for
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1 Hyper Engine's clients and partners. However, Deon and Roxanne, individually and on
2 behalf of Hyper Engine, knowingly ignored or disregarded any attempts by Darrick to re-
3 negotiate and formalize a new operating agreement for Hyper Engine upon restructuring,
4 and further continued to refuse to create written contracts for the work and services
5 provided by Third-Party Plaintiffs to Counter-Defendants and Roxanne.
6

7
8 40. On or about February 22, 2022, Darrick introduced Darrell Thompson, Esq.
9 to Deon, Roxanne, and Quincy Newell via email to re-negotiate and finalize the terms of
10 a revised Hyper Engine LLC operating agreement and member equity, to protect
11 Darrick's interest in the company upon restructuring. Specifically, Darrick's email states
12 "I want to make sure that the loose ends of our partnership surrounding Hyper Engine are
13 nailed down. My hope is that Darrell can work with Quincy to formalize the terms and
14 that an agreement can be made without any further delay." Following this email, Quincy
15 and Darrell had a conversation about the matter sometime in March. On or about March
16 15, 2022, Darrell followed up with Quincy by providing proposed nonbinding terms for
17 the Hyper Engine partnership. In an email dated March 16, 2022, Quincy acknowledged
18 the proposed terms and asked some questions about them, but otherwise did not agree to
19 any terms. Thereafter, Darrell followed up with Quincy by email on Mar 21 and Mar 24,
20 2022, each time without a response. Weeks later, Darrell again followed up with Quincy
21 on April 8, 2022. This time, Quincy responded on April 8, 2022 stating that HEFG is not
22 ready to "engage in any discussion" regarding plans for Hyper Engine, to which Darrick
23 expressed his concern that formalization was long overdue and should be addressed with
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1 urgency. That same date, Darrick received a voice memo from Deon in which Deon
2 stated that Hyper Engine “is not a real company.” At this moment, Third-Party Plaintiffs
3 Darrick and AONE became aware of Deon and Roxanne’s intent to continue operating
4 Hyper Engine to the exclusion of Darrick as a partner and member. Later, on or about
5 April 21, 2022, Quincy responded with a demand for a master services agreement to
6 cover all services then provided by Darrick and AONE to HEFG or Hyper Engine, which
7 was seemingly to detract from Darrick’s demand to formalize an operating agreement.
8 On or about Apr 22, 2022, Roxanne then responded and claimed that HEFG or Hyper
9 Engine will engage AONE as they have been doing, but notably refused to put it in
10 writing. Based on the foregoing, it is evident that Deon and Roxanne, individually and on
11 behalf of Hyper Engine, knowingly sought to exclude Darrick as a member and avoid
12 continuing a partnership in the operation of Hyper Engine with Darrick and AONE, all in
13 breach of past promises and mutual understanding between the parties.
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18 41. On or about Apr 26, 2022, Roxanne asked Darrick in an email for social
19 media account access, to which Darrick replied and stated AONE’s position about
20 outstanding balances for past services provided by Darrick and AONE and his personal
21 dissatisfaction with the approach Quincy was taking in avoiding formalization of a Hyper
22 Engine operating agreement, which was counter to the parties understanding and
23 longstanding professional relationship.
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26 42. During 2022, through conversations with Deon and Roxanne, Darrick and
27 AONE became aware that Hyper Engine was being restructured by Counter-Defendants
28

1 and Roxanne without consultation from Darrick and AONE, and that Darrick was being
2 formally excluded from ownership and the business decision-making process. This
3 suggests that, from the inception of Hyper Engine, it was Deon and Roxanne's intent to
4 operate Hyper Engine solely as their own company and to the exclusion of Darrick.
5

6 43. On or about June 28, 2022, Darrick sent an email follow up to Deon,
7 Roxanne, and Quincy checking on when payment of past due balances for Darrick and
8 AONE's services would be made. On that same date, Roxanne replied to the above email
9 and said payment will be made before the end of July 2022. On or about August 1, 2022,
10 Deon emailed AONE and Darrell stating that he plans to pay any outstanding balance on
11 that same date and suggested that, because they are paying past due balance for services
12 long past provided, HEFG should get access to AONE property that was never contingent
13 on payment of the invoices originally or in past due status. On that same date, Quincy
14 added to the abovementioned email chain in an attempt to change terms by seeking to
15 confirm whether Darrick "will turn over all admin passwords and account access
16 information e.g., email accounts, social media etc.. to Roxanne and Deon." Darrick
17 responded by rejecting that assertion as contrary to his understanding.
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22 44. On or about August 3, 2022, payment for past due balances for services
23 provided by Darrick and AONE to Counter-Defendants and Roxanne spanning from
24 2020 to April 2022 were received by AONE. Thereafter, from August 4 to 9, Quincy and
25 Deon made email demands to Darrick and AONE to turn over account credentials and
26 server logins created and owned by AONE, none of which have been under contract nor
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1 ever been the property of HEFG.

2 45. On or about Aug 9, 2022, AONE emailed the HEFG team reiterating that
3 since past due balances have then been paid, the parties may address all the outstanding
4 issues at hand. That same day, Deon added to the above email discussion with more
5 promises about how HEFG “are willing to keep building” and “have other business to
6 do” with Darrick and AONE. In response, Darrick once again reiterated that the mutual
7 understanding was that a “Hyper Engine partnership be formalized and to include a
8 master agreement over all digital IP owned by AONE and or claimed by HEFG” before
9 the transfer of any property rightfully belonging to AONE or Darrick. Darrick and AONE
10 are informed and believe that, by their abovementioned acts, Deon and Roxanne
11 (individually and on behalf of Hyper Engine) intended from the inception of Hyper
12 Engine to exclude Darrick from membership in Hyper Engine, contrary to past
13 understanding and agreement between the parties. Darrick has since been denied his
14 rightful share in the control and management of Hyper Engine, including its accounting,
15 profits, and losses.
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21 **Third-Party Plaintiffs and HEFG**

22 46. In or around August 2021, Darrick and AONE were initially engaged to
23 handle the digital marketing for the Theatrical release of the HEFG movie titled “Fear”,
24 which at the time was scheduled for release on February 12, 2022. Weekly Zoom
25 meetings ensued for approximately 7 months regarding the film. The film release was
26 later moved to May 10, then August 26, 2022. The film’s release was on January 27,
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28

1 2023. Upon information and belief, Counter-Defendants and Roxanne have used and are
2 actively using the Fear marketing strategy, created by AONE, without permission or any
3 compensation to Darrick and AONE. Meanwhile, AONE has spent in excess of
4 \$250,000.00 for development of the marketing strategy and for the time invested by
5 AONE staff in development and to be present at meetings and other events during
6 development, which remains unrecouped by Third-Party Plaintiffs.
7
8

9 47. Darrick and AONE have spent countless hours in their engagement for
10 marketing the Fear film, all of which was done at Roxanne and Counter-Defendants'
11 request and encouragement. The services Darrick and AONE have performed or
12 developed for this project include, but are not limited to:
13

14 a. On or about August 2, 2021, Darrick and AONE registered the
15 necessary domains and social media handles for Fear;
16

17 b. On or about August 6, 2021, Darrick submitted a demo website design
18 for the Fear movie teaser launch via an iMessage thread with Counter-Defendants;
19

20 c. From August 2021 through October 2022, Darrick and AONE have
21 endeavored to develop a marketing strategy for Fear based on weekly meeting
22 discussions and to develop special integrations such as NFT and mobile gaming
23 elements; and
24

25 d. On or about January 13, 2022, Darrick introduced via email the Fear
26 Instagram Filter concept to the HEFG team, created by AONE to be a part of the
27 Fear movie marketing strategy. This concept was ultimately approved and used by
28

1 Counter-Defendants and Roxanne, and cost Darrick and AONE \$10,000.00 to
2 develop.

3 48. On or about April 1, 2022, Darrick Submitted a social concept and
4 publishing strategy for HEFG via iMessage to Deon and Omar Joseph, VP of production
5 at HEFG
6

7 49. In or around November 2021, Darrick proposed a Fear video game and NFT
8 activation as part of a larger marketing plan to Deon, to which Deon replied, "Let's go"
9 and engaged the rest of the HEFG executives to start the project. AONE continued
10 planning and development for the game/app, including design and beta testing at
11 Roxanne, Deon, and HEFG's behest. On or about January 21, 2022, AONE shared the
12 Fear game plan via email with another Web3 company named Cube, along with their
13 principals. Later, in April 2022, Roxanne set up a meeting with Cube and their
14 principals, to the exclusion of Darrick and AONE, to discuss engaging them to execute a
15 strategy similar to the one created by and presented to them by AONE. Cube was a
16 company that Darrick and AONE originally had a relationship with, in which Darrick
17 introduced Cube to Roxanne, Deon, and HEFG.
18

19 50. From the inception of Fear, Darrick consistently discussed with Deon and
20 Roxanne elements of the marketing campaign for the Fear game and film, and routinely
21 kept Deon and Roxanne abreast of any updates or changes in the marketing plan. This
22 includes but is not limited to:
23

24 a. On or about October 18, 2021, Darrick sent to Roxanne, Deon, and
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1 other HEFG staff via email a “draft of the social/digital roadmap for the theatrical
2 release of Fear”;

3 b. On or about November 29, 2021, Darrick sent to Roxanne and Deon a
4 concept proposal created by AONE for a game and non-fungible token (NFT)
5 application that could be integrated into the marketing plan for the HEFG movie
6 Fear;
7

8 c. On or about December 15, 2021, Darrick sent an iMessage to Deon
9 Taylor and Omar Joseph (HEFG VP Of Production) with the draft artwork for
10 characters as they would look in the Fear game app that AONE was developing for
11 the Fear film;
12

13 d. On or about January 14, 2022, Roxanne continued the conversation
14 about the game and NFT elements for the Fear movie in an email thread which
15 included Deon, Darrick, Damon Wolf, and Omar Joseph;
16

17 e. On or about January 16, 2022, Darrick confirmed with Damon, Deon,
18 and Roxanne via email that AONE was engaged, and work was commencing for
19 the Fear marketing campaign, which included the integration of a Fear “Instagram
20 filter” and “game & NFT experience”.
21

22 f. On or about January 30, 2022, Darrick discussed with Deon and Omar
23 via iMessage regarding Andrew Bachelor (AKA “King Bach”), an actor in the Fear
24 film, as a partner they can use to engage in the NFT space. Deon confirmed this
25 and said they (HEFG) were discussing the Aone project;
26
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1 g. On or about February 3, 2022, Darrick briefed the HEFG team via
2 email regarding the marketing strategy and the game application being developed
3 by AONE for the marketing of the HEFG produced Fear movie; and
4

5 h. On or about February 19, 2022, Darrick sent to Deon and Omar via
6 iMessage the second draft of the press release announcing the partnership and
7 development of the Fear game.
8

9 Throughout the aforementioned communications and interactions regarding the Fear film,
10 game, and NFT elements, it should be noted that neither Deon, Roxanne, nor any HEFG
11 staff member told or advised Darrick that he should cease work on the projects related to
12 Fear. It was not until after this conflict arose that Deon and Roxanne took the position
13 that the Fear game and NFT elements were not authorized.
14

15 51. On or about September 8, 2018, Darrick sent Deon via email a proposal for a
16 campaign, presently named Be Woke Vote, to encourage voting across different political
17 campaigns and promote political outreach. Darrick and AONE have spent numerous
18 hours in their performance and development of this project, which includes but is not
19 limited to:
20
21

22 a. From October 2018 to July 2020, AONE exclusively created all
23 digital graphics for the Be Woke Vote campaign branding across social media,
24 television, print, and other online digital media. The rights to these graphics and
25 authorship of copywriting have never been transferred away from AONE;
26
27

28 b. On or about September 19, 2018, AONE registered BE WOKE LLC.

1 With the California Secretary of State (CA Secretary of State No. 201826710371);

2 c. In or around October 2018, HEFG executed all Be Woke Vote talent
3 contacts in the name of the AONE-owned BE WOKE LLC;
4

5 d. In or around November 2020, AONE oversaw the partnership and
6 creative development between Mike Bloomberg's Hawkfish digital targeting
7 company, the P.A.C. BlackPAC, and Be Woke.Vote's final 72hr Get Out To Vote
8 (GOTV) digital targeting campaigns; and
9

10 e. From December 2020 through the filing of this Third-Party
11 Complaint, AONE has financed the entire cost to maintain the digital infrastructure
12 associated with Be Woke Vote.
13

14 52. Further, in or around October 2018, Be Woke Vote production call sheets
15 circulated to Darrick, AONE and HEFG list Darrick as creative director and social
16 media director for the campaign. There was never a written contract or services
17 agreement presented to Darrick and AONE regarding the agreed upon work AONE and
18 Darrick completed on this project. From August 2020 through January 2021, Darrick
19 and AONE designed, developed, and executed the entire digital strategy for the Be
20 Woke Vote 2020 Get Out The Vote Campaign (GOTV). All of the work and services
21 provided by Darrick and AONE related to this project was done by Darrick acting as a
22 principal on behalf of Hyper Engine. AONE has maintained the digital infrastructure for
23 Be Woke Vote and paid the fees necessary for all times between campaigns, which
24 consists of a 2-year hiatus and five months of activity.
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1 53. In May 2018, while discussing Hyper Engine business with Deon Taylor, it
2 was suggested that AOne should create the branding and build out the entire digital
3 infrastructure to distribute and market the educational series titled “Black History in
4 Two Minutes (or so)”, which was produced by McGee Media and is owned by a
5 partnership with McGee Media, Dr. Henry Louis Gates, and Robert F. Smith. Following
6 that discussion, AONE built out the entire system and was then tasked with distributing
7 over 90 episodes and integrating learning curriculum which is utilized by millions of
8 students, teachers and interested parties. AONE has exclusively managed this project
9 from top to bottom with no direction and without second guessing the decisions made by
10 AONE in the development or execution. The only direction AONE received was that the
11 websites for blackhistoryintwominutes.com and bewoke.vote should include SEO terms
12 and descriptions for the project’s financial benefactor, Robert F. Smith. Discussions
13 between AONE, Deon, Roxanne, and HEFG have Be Woke as the political marketing
14 subsidiary of Hyper Engine. In December 2017 and again in June 2018, prior to the
15 creation of Be Woke, and during the creation of Hyper Engine, AONE was tasked
16 exclusively with running support campaigns for Doug Jones for US Senate in Alabama,
17 and the Andrew Gillum primary race for Governor in Florida. AONE understood these
18 campaigns were financed by and undertaken at the behest of Robert F. Smith.

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25 54. On or about March 25, 2022, Darrick presented to Deon and Omar, via
26 iMessage, merchandise and ecommerce that Darrick and AONE had been developing for
27 HEFG for several years.
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1 55. Throughout the parties' relationship, AONE consistently advanced
2 significant marketing campaign costs on behalf of HEFG or Hyper Engine. Specifically,
3 AONE routinely advanced over \$100,000 for digital marketing on each project
4 performed for Counter-Defendants and Roxanne, which was done under the impression
5 that Darrick was a member with ownership interest in Hyper Engine, and not merely an
6 independent contractor, as per the representations of Deon, Roxanne, and HEFG.
7
8 Additionally, upon information and belief, AONE advanced significant funds on behalf
9 of HEFG and Hyper Engine for various marketing campaigns and other projects,
10 specifically because Deon and Roxanne had been repeatedly rated as not credit worthy
11 from vendors who were necessary for the parties to conduct business. This belief is
12 based in part on the fact that Deon and Roxanne's home was foreclosed by a bank in
13 2017, that both Deon and Roxanne have multiple IRS tax liens, and that both Deon and
14 Roxanne were limited to the use of secured credit cards that could not exceed a few
15 thousand dollars, while AONE was spending well above tens of thousands of dollars in
16 the operation of HEFG and Hyper Engine. As such, most persons or institutions would
17 and did refuse to extend Deon and Roxanne credit, and many persons or companies who
18 did so were not reimbursed or needed to seek legal recourse for collection.
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24 56. Based on the aforementioned representations by Counter-Defendants and
25 Roxanne, and services or contributions provided by Darrick and AONE throughout the
26 parties' longstanding business relationship, it is Darrick and AONE's reasonable belief
27 that an operating agreement arose between Darrick, Deon, and Roxanne with respect to
28

1 Hyper Engine. Specifically, Counter-Defendants' and Roxanne's actions, and Darrick
2 and AONE's performance of services throughout the parties' professional relationship,
3 were consistent with an unambiguous intent to form a business partnership, such that
4 Darrick is entitled to a 33.33% ownership stake in Hyper Engine, as well as the right to
5 share in the management and profits of the business. Deon, Roxanne, and HEFG are
6 now wrongfully retaining the interest and use of Darrick and AONE's services and
7 proprietary information to derive profits and pecuniary gain to the exclusion of Darrick.
8
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10 57. Darrick and AONE additionally claim ownership rights over various works
11 and intellectual property created by AONE for HEFG and/or Hyper Engine in reliance
12 on Counter-Defendants' and Roxanne's misrepresentations or material omissions.
13 Specifically, the ICANN registered domain owner of all domains is AONE Creative
14 LLC, as has been the case since such domains were first registered. Further, the domains
15 were all paid for entirely by AONE when registered and when renewed. Additionally,
16 AONE retained all ownership of creative and authored works. Further, Darrick was
17 never paid for the many executive roles he covered for HEFG and Hyper Engine.
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21 58. Beginning in May of 2022, Darrick and AONE have additionally incurred
22 expenses in providing their time and services to Counter-Defendants and Roxanne, for
23 which there are still outstanding balances and expenses still presently accruing.
24 Specifically, Darrick and AONE are owed by HEFG or Hyper Engine a total of
25 \$35,818.41 for the following 7 invoices:
26
27

28 a. Invoice dated June 2, 2022 in the amount of \$8,864.06, for Web &

1 Email Server Management (\$1,999.00); database backups, plugin updates,
2 database optimization, and platform updates (\$3,500.00); HEFG Server costs
3 (\$43.76) 3rd Party Workspace Email server costs (\$321.30); and carrying cost of
4 2.5%. balance fee for open HEFG invoices from February 2021 through April
5 2022 (\$3,000.00.);

6
7 b. Invoice dated July 1, 2022 in the amount of \$2,245.82, for
8 management and hosting of podcast archive (\$999.00); management and use of
9 social (\$499.00); and carrying cost of 2.5%. courtesy fee for Jan, Feb, Mar, and
10 Apr 2022 (\$747.82.);

11
12 c. Invoice dated July 2, 2022 in the amount of \$7,764.06, for Web &
13 Email Server Management (\$1,999.00); database backups, plugin updates,
14 database optimization, and platform updates (\$3,500.00); HEFG Server costs
15 (\$43.76) 3rd Party Workspace Email server costs (\$321.30); and carrying cost of
16 2.5%. balance fee for open HEFG invoices from February 2021 through April
17 2022 (\$1,900.00.);

18
19 d. Invoice dated August 1, 2022 in the amount of \$2,398.68, for
20 management and hosting of podcast archive (\$999.00); management and use of
21 social (\$499.00); and carrying cost of 2.5%. courtesy fee for Jan, Feb, Mar, and
22 Apr 2022 (\$900.68.);

23
24 e. Invoice dated August 2, 2022 in the amount of \$7,764.06, for Web &
25 Email Server Management (\$1,999.00); database backups, plugin updates,
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1 database optimization, and platform updates (\$3,500.00); HEFG Server costs
2 (\$43.76) 3rd Party Workspace Email server costs (\$321.30); and carrying cost of
3 2.5%. balance fee for open HEFG invoices from February 2021 through April
4 2022 (\$1,900.00.);

5
6 f. Invoice dated August 16, 2022 in the amount of \$5,283.73, for Web &
7 Email Server Management (\$1,499.00); database backups, plugin updates,
8 database optimization, and platform updates (\$3,500.00); and HEFG Server costs
9 (\$43.76) 3rd Party Workspace Email server costs (\$240.97); and
10

11 g. Invoice dated August 16, 2022 in the amount of \$1,498.00, for
12 management and hosting of podcast archive (\$999.00); and management and use
13 of social (\$499.00)
14

15 59. Deon and Roxanne, individually and on behalf of Hyper Engine, knew, or
16 had reasonable grounds to believe, that their above misstatements and omissions were
17 false and misleading to Third-Party Plaintiffs Darrick and AONE.
18

19 60. Deon and Roxanne, individually and on behalf of Hyper Engine, with the
20 willful intent to defraud, intended that that their misstatements and omissions had the
21 unlawful purpose of inducing Darrick and AONE into dealing with Counter-Defendants
22 and Roxanne, and providing them with marketing, web development, and all other
23 digital or IP services on numerous projects under the false impression that Darrick had a
24 shared membership interest with Deon and Roxanne. Deon and Roxanne, individually
25 and on behalf of Hyper Engine, had actual knowledge that Darrick and AONE would not
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1 have entered into any business dealings with Counter-Defendants and Roxanne, nor
2 provided any abovementioned services if they were told the truth of any of the above
3 statements or omissions.
4

5 61. Deon and Roxanne were owners and controlling persons of HEFG and
6 Hyper Engine, and had direct involvement in their day-to-day operations. The material
7 misrepresentations or omissions from HEFG's verbal solicitations that were made to
8 Darrick and AONE in connection with their services was the collective and concerted
9 action of Deon and Roxanne. Deon and Roxanne were each involved in drafting,
10 producing, reviewing, and/or disseminating the documents at issue in this action and
11 made verbal representations to Darrick and AONE as well.
12
13

14 62. Darrick and AONE are informed and believe, and based thereon allege, that
15 after Deon and Roxanne, individually and on behalf of Hyper Engine, breached the
16 parties' operating agreement and excluded Darrick from Hyper Engine, Deon and
17 Roxanne have continued to operate the companies as their own businesses and
18 investments without allowing Darrick to share in the management and profits of that
19 business as agreed upon.
20
21

22 63. Deon and Roxanne, individually and on behalf of Hyper Engine, had actual
23 knowledge, or had reasonable grounds to know, of the misrepresentations and omissions
24 of material facts set forth in this Third-Party Complaint as all such facts were readily
25 available to them. Deon and Roxanne, individually and on behalf of Hyper Engine, made
26 material misrepresentations and omissions knowingly and recklessly and for the purpose
27
28

1 and effect of concealing information from Darrick and AONE in order to further Deon
2 and Roxannes' inappropriate and excessive gains from Darrick and AONEs' services
3 and contributions in reliance on an ownership stake in Deon and Roxanne's company.
4
5 As a result of Deon's and Roxanne's representations of materially false and misleading
6 information and failure to disclose material facts (individually and on behalf of Hyper
7 Engine), as set forth above, and in reliance on that information, Darrick and AONE
8
9 continued to deal with Counter-Defendants and Roxanne in providing marketing, web
10 development, and any other digital or IP services, which ultimately caused Darrick and
11 AONE direct damages in the form of lost profits, reputational harm, and general, special,
12 or consequential damages in an amount according to proof at trial.
13

14 64. As a direct and proximate cause of Deon and Roxanne's exclusion of
15 Darrick as a member of Hyper Engine, as set forth above, Darrick was harmed directly
16 by being deprived of his share in Hyper Engine's profits. Specifically, Darrick was
17 deprived of (1) a 33.33% share in Hyper Engine revenues for services provided to Sony
18 Pictures Entertainment, (2) a 33.33% share in Hyper Engine revenues in connection with
19 the Be Woke Vote Campaign, (3) a 33.33% share in Hyper Engine revenues in
20 connection with the CDC Covid-19 campaign, (4) executive distributions and salary due
21 to the members of Hyper Engine, since its inception, and (5) a 33.33% share in any and
22 all other profits recognized by Hyper Engine since its inception. As a result of this harm,
23 Darrick is entitled to an amount according to proof at trial, but no less than \$4M in lost
24 profits and other damages by virtue of Deon and Roxanne's exclusion of Darrick as a
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1 member. These damages are in addition to the \$35,818.41 losses sustained by Third-
 2 Party Plaintiffs for unpaid invoices, as set forth above. Alternatively, while there is
 3 overwhelming support for Darrick's one-third (33.33%) interest in Hyper Engine based
 4 on the parties' aforementioned conduct and verbal representations, Darrick is entitled to
 5 no less than a 16.66% ownership stake in Hyper Engine and all the profits and benefits
 6 arising therefrom, pursuant to the express March 1, 2018 operating agreement.
 7

8
 9 65. As to Darrick and AONE's engagement for the Fear marketing campaign,
 10 game, and other content developed by Darrick and AONE for Fear (as set forth above),
 11 Darrick is additionally entitled to a 15% fee of the \$2.7M marketing strategy for Fear
 12 (i.e., \$405,000.00), which is both an industry standard for marketing services provided
 13 by companies like AONE, and Darrick and AONE's routine fee rate charged in
 14 performance of their obligations with Counter-Defendants and Roxanne, and third
 15 parties. This is in addition to Darrick and AONE's direct and proximate losses of
 16 \$250,000.00 for the development of the Fear game, and \$10,000.00 for the development
 17 of a Fear Instagram filter, which remains unrecouped by Third-Party Plaintiffs as set
 18 forth above.
 19
 20
 21

22 **FIRST CAUSE OF ACTION**

23 **BREACH OF EXPRESS ORAL CONTRACT**

24 **(By Third-Party Plaintiff Darrick Angelone Against all Third-Party Defendants)**

25 66. Third-Party Plaintiffs repeat and incorporate herein by reference each and
 26 every allegation set forth above as though fully set forth herein.
 27
 28

1 67. On or about December 1, 2019, (and at various other times throughout the
2 parties' relationship, as set forth above) Darrick, Deon, and Roxanne verbally entered
3 into an operating agreement to form Hyper Engine for the general purpose of using
4 Darrick and AONE's digital marketing services to benefit Deon, Roxanne, HEFG,
5 Hyper Engine, and/or their clients, as fully set forth above. Pursuant to the oral
6 agreement, Darrick, Deon, and Roxanne were designated as equal members of Hyper
7 Engine. Specifically, Deon Taylor was named 33.34% owner, Roxanne Taylor was
8 named 33.33% owner, and Darrick Angelone was named 33.33% owner. Upon
9 information and belief, Darrick, Deon, and Roxanne further agreed amongst each other
10 that all other material terms of this oral operating agreement would be in accordance
11 with the terms of the parties' March 1, 2018 operating agreement.
12
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16 68. At all times, Darrick performed all conditions, covenants, and promises
17 required to be performed on his part in accordance with the terms of the oral operating
18 agreement.
19

20 69. Deon and Roxanne, individually and on behalf of Hyper Engine, breached
21 the agreement by, among other things, failing to treat Darrick as a formal member of the
22 LLC, excluding Darrick from Hyper Engine's management and profits, and claiming
23 ownership of Third-Party Plaintiffs' proprietary information and intellectual property
24 developed for Hyper Engine and HEFG, and owned by Third-Party Plaintiffs.
25
26

27 70. As a direct and proximate result of Deon and Roxanne's wrongful conduct,
28 Darrick has sustained damages in an amount according to proof within the jurisdiction of

1 this Court.

2 71. As set forth above, the operating agreement between the parties is certain
3 and definite in that it clearly provides Darrick with a membership interest in Hyper
4 Engine. Darrick has no plain, speedy, or adequate remedy in the ordinary course of law,
5 nor can any other party other than Deon and Roxanne perform under the oral operating
6 agreement, and further, damages to Darrick would be difficult to ascertain and would not
7 afford adequate relief to compensate Darrick for the detriment suffered by him. In the
8 alternative, Darrick is therefore entitled to an order requiring that Deon and Roxanne
9 perform the oral operating agreement and (i) recognize Darrick as an exclusive partner
10 with Roxanne and Deon as members of Hyper Engine; (ii) allow Darrick to share in the
11 control and management of the company; (iii) grant Darrick 33.33% of all profits Deon
12 and Roxanne received from the business in connection with the ownership, sale, or use of
13 Hyper Engine property; and (iv) grant Darrick a 33.33% share of all profits Deon and
14 Roxanne received in connection with management or other fees obtained in connection
15 with Hyper Engine and any of its subsidiaries.
16
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21 **SECOND CAUSE OF ACTION**

22 **BREACH OF IMPLIED CONTRACT**

23 **(By Third-Party Plaintiff Darrick Angelone Against all Third-Party Defendants)**

24 72. Third-Party Plaintiffs repeat and incorporate herein by reference each and
25 every allegation set forth above as though fully set forth herein.
26

27 73. In performing the acts and engaging in the conduct of creating pitch decks,
28

1 executing marketing campaigns, creating digital branding, registering domain names,
2 and executing other digital or IP services conducted through AONE, Darrick, Deon, and
3 Roxanne manifested an intention to enter into an LLC operating agreement to do those
4 things and to equally share in the profits and losses therefrom. Upon information and
5 belief, Darrick, Deon, and Roxanne further manifested an intention that all other
6 material terms of this implied operating agreement would be in accordance with the
7 terms of the parties' March 1, 2018 operating agreement.
8

9
10 74. Darrick, Deon, and Roxanne held themselves out to the public as equal
11 members and partners for the development and execution of the described digital
12 marketing and IP services.
13

14 75. Deon and Roxanne, individually and on behalf of Hyper Engine, performed
15 these acts and conduct with the intent to form the described LLC and operating
16 agreement with Darrick, who understood said intent and acted with their own intent to
17 create such LLC and enter into an operating agreement.
18

19
20 76. At no time did Deon or Roxanne, either individually or on behalf of Hyper
21 Engine, conclusively manifest an unambiguous intent to Darrick and/or AONE that they
22 did not intend to remain equal members of Hyper Engine, until their exclusion of
23 Darrick and AONE from Hyper Engine as alleged above.
24

25 77. At all times, Darrick performed all conditions, covenants, and promises
26 required to be performed on their part in accordance with the terms of the operating
27 agreement.
28

1 78. Deon and Roxanne, individually and on behalf of Hyper Engine, breached
2 this operating agreement by, among other things, failing to treat Darrick as a formal
3 member of Hyper Engine, excluding Darrick from Hyper Engine's management and
4 profits, and claiming ownership of Darrick and AONEs' proprietary information and
5 intellectual property developed for Hyper Engine and HEFG.
6

7 79. As a direct and proximate result of Deon and Roxanne's wrongful conduct,
8 Darrick has sustained damages in an amount according to proof within the jurisdiction of
9 this Court.
10

11 **THIRD CAUSE OF ACTION**
12 **BREACH OF FIDUCIARY DUTY**
13

14 **(By Third-Party Plaintiff Darrick Angelone Against all Third-Party Defendants)**

15 80. Third-Party Plaintiffs repeat and incorporate herein by reference each and
16 every allegation set forth above as though fully set forth herein.

17 81. As alleged above, Darrick, Deon, and Roxanne agreed to jointly engage in a
18 business as partners and share the resulting profits. Specifically, Darrick, Deon, and
19 Roxanne created an LLC and entered into an operating agreement to promote and use
20 Darrick and AONE's digital marketing services to benefit Deon, Roxanne, HEFG, Hyper
21 Engine, and/or their clients. As a member of the company and as business partners, Deon
22 and Roxanne at all times owed Darrick the fiduciary duties of disclosure, loyalty, and
23 care. Pursuant to such fiduciary duties, Deon and Roxanne were required to act in the
24 utmost good faith towards Darrick, and to avoid acts and omissions adverse to Darrick.
25
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1 By virtue of this fiduciary relationship, Darrick reposed trust and confidence in the
2 integrity of Deon and Roxanne. Darrick provided no cause for Deon and Roxanne to act
3 in any manner inconsistent with this fiduciary relationship.
4

5 82. Deon and Roxanne have breached their fiduciary duties, including the duties
6 of disclosure, loyalty, and care to Darrick by repeatedly misappropriating company funds
7 and diverting company funds from Hyper Engine and devoting them to non-company
8 purposes, all without the knowledge and consent of Darrick.
9

10 83. Specifically, Deon and Roxannes' various breaches of fiduciary duties are
11 evidenced by the following acts and events (as fully set forth in ¶ 34, *supra*):
12

13 a. Darrick is informed and believes, and on that basis alleges, that,
14 throughout the parties' relationship, Deon and Roxanne were diverting funds from
15 the Hyper Engine bank account for their own personal use and to finance debts for
16 various HEFG projects, in a deliberate violation of their fiduciary duties of care
17 and loyalty. Since at least 2018, Deon and Roxanne were diverting funds from
18 Hyper Engine and devoting said funds to non-company purposes such as paying
19 for personal expenses and items, paying themselves and other HEFG employees,
20 and funding projects unrelated to Hyper Engine;
21
22
23

24 b. In or around November 2021, Deon, Roxanne, and other HEFG staff
25 executed independent contractor agreements between themselves and Hyper
26 Engine, and then billed Hyper Engine to pay themselves out of Hyper Engine
27 funds, leaving only Darrick out;
28

1 c. In or around May 2021, Roxanne billed Hyper Engine to pay for
2 expenses related to HEFG and self-promotion and public relations related to her
3 collaboration with Bentley Motors. Hyper Engine was never engaged for this
4 project;
5

6 d. In or around May 2021, Hyper Engine was billed for and paid for
7 HEFG merchandise. Hyper Engine was not engaged for work on this project;
8

9 e. On or about May 21, 2021 Hyper Engine was billed for and paid for
10 artwork for the HEFG film “Fatale”. Hyper Engine was not engaged for work on
11 this project;
12

13 f. During the first and second quarter of 2021, Shandra Dixon, an
14 employee of HEFG, was moved to Hyper Engine’s payroll expense. However,
15 Shandra did not perform services for Hyper Engine. She worked exclusively for
16 HEFG but was paid for her employment with Hyper Engine funds;
17

18 g. In or around July, 2022, Deon and Roxanne took company funds that
19 were designated for use in the aforementioned CNBC vaccine campaign, and used
20 said funds to finance the promotion of their new workspace and studio for HEFG
21 in Santa Monica, CA;
22

23 h. From December, 2020 through January 2021, Deon and Roxanne took
24 revenue paid to Hyper Engine for the promotion of the HEFG movie “Fatale”, and
25 used said funds in their entirety to promote the film. In other words, any profit
26 from the promotion of the film “Fatale” was wrongfully diverted from Hyper
27
28

1 Engine and used for additional promotion for the film;

2 i. Since the inception of Hyper Engine, Roxanne often directed Sean
3 Miller, the previous HEFG office manager and current executive assistant to
4 Roxanne, to have third party vendors issue invoices to Hyper Engine for work
5 unrelated to Hyper Engine projects. This would include creative work for HEFG
6 films and HEFG merchandise, neither of which Hyper Engine had been engaged to
7 perform nor which Hyper Engine would earn revenue from;
8
9

10 j. In or around 2019, Deon and Roxanne took funds that Sony Pictures
11 Entertainment paid for Hyper Engine marketing of the film “The Intruder”, and
12 used said funds to purchase additional marketing services for the film beyond what
13 Sony had actually paid for. Essentially, Deon and Roxanne embezzled the budget
14 from Sony for their own and HEFG’s benefit, leaving no profit for Hyper Engine;
15
16

17 k. Counter-Defendants never paid Hyper Engine for the marketing
18 services that Hyper Engine provided for the HEFG films “The House Next Door”
19 (2021), “Fatale” (2020), and “The Intruder” (2019). So, by Deon and Roxanne
20 diverting payment away from Hyper Engine, Hyper Engine would routinely be in a
21 poor financial state by only having expenses and not income; and
22
23

24 l. From April, 2020 to October, 2020, Deon and Roxanne took funding
25 they received from Robert Smith intended for Be Woke Vote (the political
26 marketing arm of Hyper Engine), and routed it through their non-profit, instead of
27 through Hyper Engine.
28

1 84. Deon and Roxanne intended to induce Darrick to rely on their fiduciary
2 relationship, and in reasonable reliance thereon, Darrick was induced to and did continue
3 his fidelity.
4

5 85. As a direct and proximate result of Deon and Roxanne's breach of fiduciary
6 duties, Darrick has sustained damages in an amount according to proof within the
7 jurisdiction of this Court.
8

9 **FOURTH CAUSE OF ACTION**

10 **PROMISSORY FRAUD**

11 **(By Third-Party Plaintiff Darrick Angelone Against All Third-Party Defendants)**

12 86. Third-Party Plaintiffs repeat and incorporate herein by reference each and
13 every allegation set forth above as though fully set forth herein.
14

15 87. "'Promissory fraud' is a subspecies of the action for fraud and deceit. A
16 promise to do something necessarily implies the intention to perform; hence, where a
17 promise is made without such intention, there is an implied misrepresentation of fact that
18 may be actionable fraud." *Engalla v. Permanente Medical Group, Inc.* 15 Cal.4th 951,
19 973-974, (1997). "[I]n a promissory fraud action, to sufficiently allege defendant made a
20 misrepresentation, the complaint must allege (1) the defendant made a representation of
21 intent to perform some future action, i.e., the defendant made a promise, and (2) the
22 defendant did not really have that intent at the time that the promise was made, i.e., the
23 promise was false." *Beckwith v. Dahl*, 205 Cal.App.4th 1039, 1060 (2012). To plead
24 promissory fraud, a plaintiff must plead the same elements as he would if asserting a
25
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1 general fraud claim. *Grant v. Aurora Loan Servs., Inc.*, 736 F. Supp. 2d 1257, 1271 (C.D.
2 Cal. 2010) (citing *Engalla v. Permanente Medical Group, Inc.*, 15 Cal. 4th 951, 974, 64
3 Cal. Rptr. 2d 843 (1997)) (stating that the elements of promissory fraud are “(a)
4 misrepresentation (false representation, concealment, or nondisclosure); (b) knowledge of
5 falsity (or ‘scienter’); (c) intent to defraud, i.e., to induce reliance; (d) justifiable reliance;
6 and (e) resulting damage”).
7
8

9 88. As fully set forth above, Deon and Roxanne (individually and on behalf of
10 Hyper Engine) represented to Darrick on multiple occasions that Darrick was a partner
11 and equal member of Hyper Engine, LLC, and thus entitled to a share in the company’s
12 profits and losses, as well as a share in the control and management of the company. See
13 ¶¶ 16-26, 28-32, *supra*. However, these statements were false when made because Deon
14 and Roxanne ultimately deceived Darrick and never intended to recognize him as a
15 member or partner of Hyper Engine or give him any interest in the company despite their
16 repeated assurances, as set forth below. See ¶ 89, *infra*; see also ¶¶ 36-45, *supra*. Further,
17 Deon and Roxanne intentionally and with knowledge disregarded Darrick’s requests to
18 re-negotiate and formalize a new operating agreement for Hyper Engine, and further
19 refused to memorialize in writing most of the work Counterclaimants performed for Deon
20 and Roxanne, as part of their underlying intent to exclude Darrick from the company.
21
22
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24

25 89. Darrick is informed and believes, and on that basis alleges, that at all times
26 relevant herein, that Deon and Roxanne knew that the representations being made to
27 Darrick were false, misleading, incomplete, inaccurate, and contained material
28

1 misrepresentations and made omissions of material facts, and that their actions in
2 furtherance of the conspiracy (as set forth in the “Factual Allegations” and all causes of
3 action in this Third-Party Complaint) were intended to defraud and deceive Darrick.
4
5 Specifically, Deon and Roxanne knew that they ultimately would not treat Darrick as an
6 equal business partner or member in Hyper Engine, and would instead treat Hyper Engine
7 as their own company and investment without allowing Darrick to share in the
8 management and profits of the company. Specific facts supporting this allegation include,
9 but are not limited to the following:
10

11 a. Deon and Roxanne would repeatedly assure Darrick that he was a
12 member in Hyper Engine and that Hyper Engine was a “joint venture”, as set forth
13 above. However, Darrick learned through conversations with third parties that,
14 without Darrick’s knowledge, Deon and Roxanne would tell HEFG staff that
15 Hyper Engine was actually owned by Deon and Roxanne only, and that ownership
16 was split 50/50 between Deon and Roxanne. This alone demonstrates that Deon
17 and Roxanne knowingly sought to induce Darrick’s reliance and defraud him into a
18 business relationship;
19
20
21

22 b. Deon stated in a voice memo to Darrick, dated April 8, 2022, that
23 Hyper Engine was “not real”, despite facts such as the company having a bank
24 account and being registered as an LLC with the CA Secretary of State. This goes
25 to show that Deon and Roxanne never intended to operate a business with Darrick
26 as a partner or member;
27
28

1 c. Deon and Roxanne were very hesitant and ultimately failed to validate
2 Darrick's partnership interest, even when Darrick hired an attorney, despite Deon
3 and Roxanne's reassurances that Darrick was a member of Hyper Engine. See ¶¶
4 39-45, *supra*. Significantly, Deon and Roxanne never equivocally stated to Darrick
5 or his attorney that Darrick was not a partner or member in Hyper Engine, which
6 indicates how Deon and Roxanne knew they would (and did) induce Darrick's
7 reliance for years without ever recognizing his interest in Hyper Engine. Further,
8 this is indicative of Deon and Roxannes' intent to defraud.
9

10
11 90. At the time Deon and Roxanne agreed to designate Darrick as a member of
12 Hyper Engine and proceed as partners, Deon and Roxanne had no intention to include or
13 recognize Darrick as a partner or member and allow him a share in the company's profits,
14 losses, and management functions, as fully set forth above. Ultimately, Deon and
15 Roxanne promised Darrick a one-third share in Hyper Engine to induce Darrick to help
16 develop Hyper Engine by providing digital marketing services and other benefits to Deon
17 and Roxanne, as set forth above. In addition to the foregoing, the following specific facts
18 demonstrate Deon and Roxannes' intent to defraud:
19
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21

22 a. Deon and Roxanne intentionally failed to inform several third parties,
23 at least where Darrick was privy to the conversation, that Darrick was not a partner
24 or member in Hyper Engine despite having numerous opportunities to do so. See
25 ¶¶ 29-30, 33 *supra*. By holding Darrick out as a partner or member of Hyper
26 Engine, Deon and Roxanne intended to create the impression to Darrick that he
27
28

1 really had an interest in the company;

2 b. Deon and Roxanne would exclusively use Darrick's company, AONE,
3 to conduct digital marketing services and help develop Hyper Engine, promising to
4 pay for such services (and consistently failing to do so);
5

6 c. Deon and Roxanne authorized AONE to create and print executive
7 Hyper Engine business cards and a company email for Darrick, ostensibly to keep
8 Darrick satisfied and trusting that Hyper Engine did include Darrick. See ¶ 29k,
9 *supra*;
10

11 d. Deon and Roxanne contracted for and yet refused to memorialize in
12 writing all of the work Darrick and AONE performed for Deon and Roxanne
13 following the creation of the Hyper Engine LLC. See ¶¶ 39, 40, 52, *supra*;
14

15 e. Roxanne acknowledged in an email dated March 6, 2018 that Hyper
16 Engine is a "joint venture" including Darrick, intending that Darrick continue his
17 reliance and fidelity to the company based on such promises. See ¶ 29c, *supra*;
18

19 f. Roxanne verbally confirmed the split in ownership of 1/3 (33%) to
20 each Deon, Roxanne, and Darrick in a telephone discussion on or about February
21 23, 2020 regarding the formation of Hyper Engine;
22

23 g. Deon and Roxanne authorized Darrick to act in the capacity of a
24 Hyper Engine executive and execute contracts between Hyper Engine and various
25 clients and/or partners, without any objection from Deon or Roxanne. See ¶ 29,
26 *supra*.
27
28

1 h. Deon and Roxanne created a Hyper Engine debit card and bank
2 account with Darrick listed as signatory, of which Darrick was first notified
3 verbally, in order to further induce Darrick's reliance. See ¶ 29, *supra*;

4
5 The foregoing acts and events led Darrick to understand that Deon and Roxanne intended
6 to induce Darrick's reliance and fidelity to continue developing and operating Hyper
7 Engine as business partners. In reality, however, Deon and Roxanne never had the
8 intention to give Darrick any interest in Hyper Engine.
9

10 91. At all times relevant herein, Darrick actually and justifiably relied on the
11 foregoing misrepresentations to their detriment. In justifiable reliance on Deon and
12 Roxannes' aforementioned representations, Darrick and his company AONE spent years
13 providing various services to Counter-Defendants and Roxanne, making himself
14 available to Deon and Roxanne as a business partner and confidant throughout their
15 tenure, and incurring extensive costs throughout the process. Specifically, the acts and
16 services that Darrick performed in reliance include but are not limited to:
17
18

19 a. Developing and executing a marketing plan for the HEFG film
20 "Fear", including the creation of the Fear game. See ¶¶ 46-50, *supra*;

21
22 b. Developing and executing marketing for a campaign, presently named
23 Be Woke Vote, to encourage voting across different political campaigns and
24 promote political outreach. See ¶¶ 51-52, *supra*;

25
26 c. Creating the branding and building out the entire digital infrastructure
27 to distribute and market the HEFG educational series titled "Black History in Two
28

Minutes (or so)”. See ¶ 53, *supra*;

d. Advancing as much as \$225,000 for digital marketing on numerous projects performed for Counter-Defendants and Roxanne, which was done under the impression that Darrick was a member with ownership interest in Hyper Engine. See ¶ 55, *supra*;

e. Creating and presenting decks to pitch Hyper Engine services to entertainment companies such as Sony Pictures Entertainment, Lionsgate Films, and Warner Brothers;

f. Creating and executing digital marketing and political outreach campaigns wherein AONE created a significant amount digital graphics and branding across social media, television, print, and other online digital media;

g. Creating and executing digital marketing campaigns to promote films created or directed by HEFG and other independent entertainment clients;

h. Creating and executing digital branding, web development, domain names, pitch decks, and other digital marketing for various endeavors and projects undertaken by Deon, Roxanne, HEFG, and clients referred to Darrick or AONE by Counter-Defendants and Roxanne; and

i. Developing a COVID-19 vaccine campaign to be executed by Hyper Engine with CDC grant money given to the Coalition of National Black Churches (“CNBC”), whereby AONE was engaged to advertise for the vaccine campaign, create pitch decks, perform copywriting, perform web development, register

1 domain name(s), and conduct political advertising research, while creating and
2 executing the digital strategies.

3
4 92. This reliance by Darrick on said misrepresentations was and is reasonable, in
5 part, because Deon and Roxanne knowingly led Darrick to believe that Darrick would be
6 treated as a member of Hyper Engine, allowed a share in the control and management of
7 Hyper Engine, and allowed a 33.33% share in the company's profits and losses. In
8 reliance thereon, Darrick was induced to and did continue his fidelity. However, in
9 actuality, Deon and Roxanne had no such intention and are simply continuing to line their
10 pockets at the expense of Darrick and AONE.
11
12

13 93. Darrick is further informed and believes, and on that basis alleges, that at all
14 times relevant herein, Deon and Roxanne knew and failed to disclose to Darrick that, at
15 the time Darrick agreed to become a member in Hyper Engine, Deon and Roxanne
16 agreed to a conspiratorial plan or scheme in which they had no intention of recognizing
17 Darrick as a member of Hyper Engine nor granting Darrick a rightful share in the
18 company's profits and losses, all of which is specifically set forth above.
19
20

21 94. Darrick is informed and believes, and on that basis allege, that at all times
22 relevant herein, that Deon and Roxanne, and each of them, agreed to and did act in
23 concert or concur in the tortious scheme (which is specifically set forth in the "Factual
24 Allegations" and all causes of action in this Complaint) with knowledge of the common
25 and unlawful purpose of committing fraud against Darrick and excluding Darrick as a
26 member of Hyper Engine.
27
28

1 95. Darrick is informed and believes, and on that basis alleges, that at all times
2 relevant herein, that Deon and Roxanne agreed to engage, and did engage, in one or more
3 overt acts in pursuit of the conspiracy to commit fraud against Darrick. Deon and
4 Roxanne's overt acts in furtherance of the conspiracy are evidenced in large part by
5 numerous instances in which Darrick was treated as if he were a member of Hyper
6 Engine, including but not limited to the creation of a Hyper Engine operating agreement,
7 creation of Hyper Engine business cards in Darrick's name, Hyper Engine bank accounts
8 with Darrick listed as a signatory, documents and communications which affirmed
9 Darrick's membership and/or partnership status in Hyper Engine, and the mere fact that
10 neither Deon nor Roxanne ever corrected or advised Darrick's understanding and
11 representations to others that he was a member of Hyper Engine.
12
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16 96. Darrick is informed and believes, and on that basis alleges, that at all times
17 relevant herein, that in furtherance of the conspiracy to defraud Darrick, Deon and
18 Roxanne, and each of them, overtly acted or tacitly consented to the wrongful acts done
19 in furtherance of committing fraud against Darrick.
20

21 97. As a direct and proximate result of Deon and Roxanne's fraud and
22 conspiracy to commit fraud, Darrick has been harmed in an amount to be determined
23 according to proof at trial, in excess of this Court's jurisdiction, plus prejudgment
24 interest. Furthermore, Deon and Roxanne's purposeful and deliberate conduct in
25 defrauding Darrick into entering into an operating agreement which Deon and Roxanne
26 had no intention to fully perform at the time of agreement evidence malice and despicable
27
28

1 conduct towards Darrick which entitles Darrick to an award of punitive and exemplary
2 damages as provided for by Civil Code section 3294, which are requested herein.

3
4 **FIFTH CAUSE OF ACTION**

5 **UNJUST ENRICHMENT**

6 **(By Third-Party Plaintiffs Darrick Angelone and AONE Against All Third-Party**
7 **Defendants)**

8 98. Third-Party Plaintiffs repeat and incorporate herein by reference each and
9 every allegation set forth above as though fully set forth herein.

10 99. As fully set forth above, Darrick and AONE provided \$35,818.41 in digital
11 marketing services to Counter-Defendants and Roxanne without any reimbursement or
12 payment received in return, as evidenced by seven different invoices outlined above.

13 100. As set forth above, Darrick and AONE further provided value to Counter-
14 Defendants and Roxanne in the form of cash advancements, services, and other labor
15 provided by AONE and its staff for marketing films and other projects for Counter-
16 Defendants and Roxanne without reimbursement. Specifically, Darrick and AONE
17 provided value in marketing research, strategy development, social media management,
18 paid media strategy, social media platform ad buying, native advertising buying, website
19 design, website development, user interface (UI), user experience (UX), analytics
20 reporting, creative delivery to ad networks, ad scheduling, and all other services related to
21 marketing except securing clientele. Furthermore, Darrick and AONE were responsible
22 for the staffing and associated costs to execute all the aforementioned services.
23
24
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28 101. Darrick and AONE conferred a benefit on Counter-Defendants and

1 Roxanne. Counter-Defendants and Roxanne have refused to reimburse Darrick and/or
2 AONE or return property belonging to Darrick and AONE as set forth above. Thus,
3 Counter-Defendants and Roxanne are unjustly retaining said benefit at the expense of
4 Darrick and AONE.
5

6 102. Darrick and AONE allege that money damages are not an adequate remedy
7 for the harm suffered as a result of Counter-Defendants' and Roxanne's unjust
8 enrichment. Counter-Defendants and Roxanne received valuable services from Darrick
9 and AONE that were provided without compensation, causing Darrick and AONE to
10 suffer significant financial and reputational harm. The services provided by Darrick and
11 AONE were an essential part of Counter-Defendants' and Roxanne's business operations,
12 and Darrick and AONE's provision of those services was integral to Counter-Defendants'
13 and Roxanne's success. Darrick and AONE further allege that money damages are
14 inadequate insofar as they are speculative and difficult to ascertain with precision.
15 Specifically, any damages suffered with respect to Darrick and AONE's aforementioned
16 cash advancements, services, and other labor provided by AONE and its staff for
17 marketing films and other projects, without reimbursement, are inherently speculative
18 and difficult to quantify with specificity.
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24 103. Thus, Counter-Defendants have been unjustly enriched in an amount
25 according to proof, which exceeds the jurisdictional limitations of this Court.
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27 **SIXTH CAUSE OF ACTION**
28 **DECLARATORY RELIEF**

(Against All Third-Party Defendants)

104. Third-Party Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above as though fully set forth herein.

105. An actual controversy has arisen and now exists between Darrick and Deon and Roxanne concerning their respective rights and duties in that Darrick contends that the parties entered into a valid and binding LLC operating Agreement in connection with Hyper Engine, whereas Counter-Defendants and Roxanne dispute these contentions and contends that the parties did not enter into such binding operating agreement(s).

106. Darrick desires a judicial determination of the parties' rights and duties to one another as partners and members of Hyper Engine. Third-Party Plaintiffs seek a declaration that: (i) Darrick is in an exclusive partnership with Roxanne and Deon as members of Hyper Engine; (ii) Darrick, Deon, and Roxanne are entitled to share in the control and management of Hyper Engine; (iii) Darrick, Deon, and Roxanne are entitled to each share one-third (33.33%) of all profits Deon and Roxanne received from Hyper Engine in connection with the ownership, sale, or use of company property; and (iv) Darrick and Deon and Roxanne are entitled to each share one-third (33.33%) of all profits Deon and Roxanne received in connection with management or other fees obtained in connection with Hyper Engine and any of its subsidiaries.

107. A judicial declaration is necessary and appropriate at this time under the circumstances in order that Darrick may ascertain his rights and duties with respect to Hyper Engine. Such a judicial declaration is necessary and proper to avoid a multiplicity

1 of suits. Moreover, the requested judicial declaration will clarify the rights and
2 obligations of the parties and is, therefore, appropriate to resolve this controversy.

3
4 **SEVENTH CAUSE OF ACTION**

5 **QUANTUM MERUIT**

6 **(By Third-Party Plaintiffs Darrick Angelone and AONE Against All Third-Party**
7 **Defendants)**

8 108. Third-Party Plaintiffs repeat and incorporate herein by reference each and
9 every allegation set forth above as though fully set forth herein.

10 109. By virtue of Darrick and AONE's services having been provided to Counter-
11 Defendants and Roxanne, as set forth above, Darrick and AONE are entitled to
12 compensation under the equitable doctrine of quantum meruit.

13
14 110. Specifically, Darrick and AONE provided value in marketing research,
15 strategy development, social media management, paid media strategy, social media
16 platform ad buying, native advertising buying, website design, website development, user
17 interface (UI), user experience (UX), analytics reporting, creative delivery to ad
18 networks, ad scheduling, and all other services related to marketing except securing
19 clientele. Furthermore, Darrick and AONE were responsible for the staffing and
20 associated costs to execute the aforementioned services. Upon information and belief, the
21 aforementioned services and property developed for Counter-Defendants and Roxanne
22 were valued at no less than \$1.2M.

23
24 111. Counter-Defendants and Roxanne have failed to compensate Darrick and
25 AONE for these services. Further, Counter-Defendants and Roxanne accepted, used, and
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1 enjoyed the services provided by Darrick and AONE.

2 112. Darrick and AONE allege that money damages are not an adequate remedy
3 for the harm suffered as a result of Counter-Defendants' and Roxanne's wrongful actions.
4 Counter-Defendants and Roxanne received valuable services from Darrick and AONE
5 that were provided without compensation, causing Darrick and AONE to suffer
6 significant financial and reputational harm. The services provided by Darrick and AONE
7 were an essential part of Counter-Defendants' and Roxanne's business operations, and
8 Darrick and AONE's provision of those services was integral to Counter-Defendants' and
9 Roxanne's success. Darrick and AONE further allege that money damages are inadequate
10 insofar as they are speculative and difficult to ascertain with precision. Specifically, any
11 damages suffered with respect to Darrick and AONE's aforementioned cash
12 advancements, services, and other labor provided by AONE and its staff for marketing
13 films and other projects, without reimbursement, are inherently speculative and difficult
14 to quantify with specificity.
15

16 113. Therefore, Darrick and AONE are entitled to reasonable compensation for
17 the services provided to Counter-Defendants and Roxanne, in the amount of no less than
18 \$1.2M, according to proof at the time of trial.
19

20 **JURY DEMAND**

21 Pursuant to Federal Rules of Civil Procedure, Third-Party Plaintiffs hereby
22 demand trial by jury on all issues so triable that are raised by Third-Party Plaintiffs'
23 Complaint.
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PRAYER FOR RELIEF

WHEREFORE, Third-Party Plaintiffs pray for judgment against Third-Party Defendant as follows:

(a) An award of monetary general, special, and consequential damages against Third-Party Defendant, jointly and severally, plus the expenses incurred by Third-Party Plaintiffs in their investigation and defense of the Third-Party Complaint, together with interest on said sum from and after the date on which said sum first became due and owing, in an amount according to proof at trial;

(b) For the recovery of Darrick's one-third (33.33%) interest in Hyper Engine, and all profits and benefits arising therefrom;

(c) For restitution from Third-Party Defendant for unpaid balances for services, costs and other amounts provided by Third-Party Plaintiffs to Third-Party Defendant, in an amount no less than \$1.2M, according to proof at trial.

(d) Punitive damages in an amount sufficient to punish and make an example of Third-Party Defendant;

(e) Costs of suit, including but not limited to Third-Party Plaintiffs' attorneys' fees and pre-judgment interest if allowable by contract, statute, or other law;

(f) For a declaration of the respective rights and duties of the parties under the parties' operating agreement and obligations with respect to Hyper Engine;

(g) For a decree of specific performance directing Deon and Roxanne to perform the parties' oral operating agreement; and

1 (h) For such other and further relief as the Court deems just and proper.

2 DATED: June 12, 2023

LAW OFFICES OF JT FOX &
ASSOCIATES, APC

3
4
5 By: 

6 J.T. Fox, Esq.
7 Attorneys for Defendants and Third-
8 Party Plaintiffs, DARRICK
9 ANGELONE, AONE CREATIVE,
10 LLC, AND ON CHAIN
11 INNOVATIONS, LLC.
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PROOF OF SERVICE

I, the undersigned, declare:

I am a citizen of the United States of America, am over the age of eighteen (18) years, and not a party to the within action. I am an employee of Law Offices of JT Fox, APC, and my business address is 556 S. Fair Oaks Ave., Suite 444, Pasadena, CA 91105. My email address is: jt@jtfoxlaw.com.

On June 12, 2023, I served DEFENDANTS' FIRST AMENDED THIRD-PARTY COMPLAINT FOR DAMAGES BASED ON (1) BREACH OF EXPRESS ORAL CONTRACT, (2) BREACH OF IMPLIED CONTRACT, (3) BREACH OF FIDUCIARY DUTY, (4) PROMISSORY FRAUD, (5) UNJUST ENRICHMENT, (6) DECLARATORY RELIEF, AND (7) QUANTUM MERUIT on the parties involved by:

☒ BY ELECTRONIC TRANSFER I caused all of the above-entitled document(s) to be served through my personal email address (jt@jtfoxlaw.com) addressed to all of the parties' below email addresses. Said document(s) were served on the interested party or parties in this action addressed as noted below.

Lawrence Hinkle (SBN 180551)

lhinkle@sandersroberts.com

Stephanie Jones Nojima (SBN178453)

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Matthew Barzman (SBN 309063)

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SANDERS ROBERTS LLP

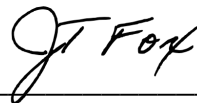
1055 West 7th Street, Suite 3200

Los Angeles, CA 90017

[] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

[X] **FEDERAL:** I declare that I am employed in the office of a member of the Bar of this Court at whose direction this service was made.

Executed on June 12, 2023 at Pasadena, California.



DECLARANT – J.T. FOX